

UNITED STATES BANKRUPTCY COURT

IN RE:	:	
JAMES A. ORLANDO, II	:	BK. No. 18-23134-GLT
NICOLE M. ORLANDO	:	
Debtors	:	Chapter No. 7
	:	
CITIMORTGAGE, INC.	:	
Movant	:	
v.	:	Hearing Date: NOVEMBER 15,
JAMES A. ORLANDO, II	:	2018
NICOLE M. ORLANDO	:	
and	:	Hearing Time: 10:00 am
NATALIE LUTZ CARDIELLO (TRUSTEE)	:	
Respondents	:	Objection Date: OCTOBER 26,
	:	2018

**MOTION OF CITIMORTGAGE, INC. FOR RELIEF FROM THE AUTOMATIC STAY
UNDER §362 PURSUANT TO BANKRUPTCY PROCEDURE RULE 4001**

Movant, by its attorney, Phelan Hallinan Diamond & Jones, LLP hereby, requests a termination of the automatic stay and leave to foreclose on its mortgage on real property owned by Debtors.

1. Movant is **CITIMORTGAGE, INC.**
2. Debtors, **JAMES A. ORLANDO, II AND NICOLE M. ORLANDO**, are the owners of the premises located at **1319 BARR AVENUE, PITTSBURGH, PA 15205**, hereinafter known as the mortgaged premises.
3. Movant is the holder of a mortgage, original principal amount **\$86,250.00** on the mortgaged premises, that was executed on **July 11, 2003**.
4. Movant wishes to institute foreclosure proceedings on the mortgage because of Debtors' failure to make the monthly payment required thereunder.
5. As of September 18, 2018, the principal balance owed on the loan is \$61,291.76.

6. As of September 18, 2018, interest in the amount of \$3,997.00 has accrued since the application of the last payment received from the Debtor.

7. As of September 18, 2018, the following charges, fees and costs have been added to the balance of the loan and are due and owing to Movant: Accrued Late Charges in the amount of \$96.55, Escrow Advance in the amount of \$1,995.25, Pending Escrow Distribution in the amount of \$547.00, Foreclosure Fees and Costs in the amount of \$3,805.06 and Servicing Fee in the amount of \$19.83.

8. As of September 18, 2018, the payoff due on the mortgage is \$71,752.45.

9. As of September 18, 2018, Debtor has failed to tender payments for the months of August 2017 through September 2018. The monthly payments for August 2017 through March 2018 are \$692.00. The monthly payments for April 2018 through September 2018 are \$718.50, with accrued late charges in the amount of \$96.55. The next payment is due on or before October 1, 2018 in the amount of \$718.50. The following charges, fees and costs have been added and are due and owing to Movant: Accrued Late Charges in the amount of \$96.55, Foreclosure Fees and Costs in the amount of \$3,805.06 and Servicing Fee in the amount of \$19.83.

10. As of September 18, 2018, the amount necessary to reinstate the loan is \$13,768.44.

11. The fair market value of the premises is \$130,000.00 based on an appraisal/BPO August 16, 2018. A copy of the appraisal/BPO is attached hereto as Exhibit "A" and made a part hereof.

12. According to the Debtors' Chapter 7 Statement of Intention the property is being **SURRENDERED**. A copy of the Chapter 7 Statement of Intention is attached hereto as Exhibit "B", along with the supporting loan documents and Statement of Intentions.

13. There are no junior lien holders.
14. There are no liens on the premises that are senior to Movant's lien.
15. Debtors not have claim an exemption in the premises..
16. The Debtors may have equity in the premises.
17. The foreclosure proceedings to be instituted were stayed by the filing of the instant Chapter 7 Petition.
18. Movant has cause to have the automatic stay terminated as to permit Movant to complete foreclosure on its mortgage.
19. Movant specifically requests permission from the Honorable Court to communicate with Debtors and Debtorss counsel to the extent necessary to comply with applicable nonbankruptcy law.
20. Respondent, NATALIE LUTZ CARDIELLO, Esquire, is the Trustee appointed by the U.S. Trustee.

WHEREFORE, Movant respectfully requests that this Court enter an Order;

a. modifying the automatic stay under 11 U.S.C. § 362 of the Bankruptcy Code with respect to the mortgaged premises as to permit the Movant, its successors or assignees, to foreclose on its mortgage or take any legal or consensual action enforcement of its right to possession of, or title to, said premises (such actions may include but are not limited to the signing of a deed in lieu of foreclosure or entering into a loan modification agreement) and to allow the purchaser of said premises at Sheriff's Sale (or purchaser's assignee) to take any legal or consensual action for enforcement of its right to possession of, or title to, said premises; and

- b. granting any other relief that this Court deems equitable and just.

/s/ Jodi L. Hause, Esquire

Jodi L. Hause, Esq., Id. No.90625

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Attorney for Movant/Applicant

October 8, 2018